

EXHIBIT D

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 1

1 UNITED STATES DISTRICT COURT
2 MIDDLE DISTRICT OF GEORGIA

3 ROGER PARKER,
4 Plaintiff,

CIVIL ACTION FILE

5 vs.

NO. 5:22-cv-00268-TES

6 PERDUE FOODS LLC,
7 Defendant.

8
9 VIDEO 30(b)(6) DEPOSITION OF

10 PERDUE FOODS LLC

11 (MICHAEL LEVENGOOD)

12 April 29, 2025

13 9:00 a.m.

14 Ogletree Deakins Nash Smoak & Stewart, PC

15 191 Peachtree Street NE

16 Suite 4800

17 Robyn Bosworth, RPR, CRR, CRC, CCR-B-2138
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30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 22

1 Q And it says: Producer shall perform the
2 services hereunder using the skill, knowledge, and
3 discretion which producer possesses.

4 Do you see that clause?

5 A Yes.

6 Q What is your understanding of what skills,
7 knowledge, and discretion a producer possesses that
8 they may use to perform services for Perdue?

9 A So the way we look at this is any time we
10 would be hiring an independent contractor, whether
11 it's a producer or a sanitation service or any -- I
12 can look at myself, if I was hiring a contractor for
13 my house, you would vet them. You would want to go
14 and understand their knowledge, you would understand
15 their skills, and then we learned over the years to
16 be able to evaluate whether they would be a good
17 addition to the company. Also, what they could
18 bring, even new skills to the company.

19 So you've got to understand that this
20 could be a farmer that's a grain farmer, he -- and
21 wants to diversify his operation; he could also have
22 other businesses. So there's plenty of other skills
23 that he would be bringing to the table to get into
24 the chicken business.

25 We would also want to vet during this

30(b)(6) Michael Levensgood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 23

1 process that have they spent some time researching
2 what are they getting into, you know. They want to
3 come be an independent contractor for us. If they
4 come and said, Well, we just heard about it on the
5 news, and we thought we would just -- we would love
6 to get into this business, that would be a bit of a
7 red flag if they wouldn't spend any time trying to
8 investigate what it means.

9 And if we had a farmer come and go -- of
10 somebody that wanted to become an independent
11 contractor and said, You know, I spent time on
12 another poultry farm, and I really think this would
13 fit our business, this would fit our operation, that
14 would be a huge plus for us when they come to us.

15 So it's all those kind of vetting that we
16 spend a lot of time, and over the years has -- we're
17 a lot more successful when we have a contractor come
18 to us like that than we used to be.

19 I think we've just gained knowledge over
20 time that that vetting process is really, really
21 important, and that's the skills and knowledge
22 they're bringing to the company.

23 Just think, they -- a lot of these farmers
24 have their own businesses. They can build -- they
25 can not only start with one farm, can add another

1 farm. They -- like I said before, they're
2 diverse -- they have an operation they want to
3 diversify, that's a really cool deal. They have
4 other businesses, they're running other businesses.

5 So that gives you the sense that they
6 know -- they know finances; they're going to know
7 how to run the operation. All of those kind of
8 skills and knowledge are hugely helpful for us to
9 know, Yeah, we should maybe take the next step
10 and -- and sign them up as an independent contractor
11 for us to raise chickens.

12 Q And I appreciate that answer, and I want
13 to follow up with several of the things that you
14 just talked about, but I want to also ask you -- I
15 said skills, knowledge, and discretion. Is that --
16 is "discretion" referring to what you just
17 described, or is "discretion" referring to something
18 else?

19 MS. SANTEN: Objection, vague.

20 A Can you be a little more specific in what
21 you mean?

22 BY MR. KLORFEIN:

23 Q Sure.

24 This says that the producer, the person
25 who is growing the chickens, shall perform services

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 25

1 using discretion, right?

2 A Uh-huh.

3 Q It says that?

4 A Yeah.

5 Q And my question is, what discretion is a
6 producer able to apply in this context?

7 A So I think you got to go to their business
8 plan. You know, we would ask them, What's your
9 business plan? You know, How do you see this
10 poultry operation fitting into your business?

11 So that discretion would be, Well, we want
12 to build the houses, and, you know, we -- but we're
13 both going to work off. Well, that could be a huge
14 red flag that that's -- we need somebody to take
15 care of the birds; who is going to do that? So that
16 discretion of us picking them would depend a lot on
17 what their business plan is or, you know, of signing
18 a contract with them.

19 The other discretion is, you know, we
20 have -- and we talked about this before, we have how
21 they manage their week, you know, how long -- how
22 are they going to take care of the birds, and they
23 tell us that, Oh, you know, I'm adding this
24 diversification to the farm, and my spouse is going
25 to be the one managing the birds. That's good.

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 26

1 Or, I'm going to build this farm, but I'm
2 going to hire somebody, and they're the ones that
3 are going to be watching the birds X number of days.
4 All that kind of discretion would make us feel good
5 that this could be a successful partnership that --
6 if we did this.

7 And also they're going to bring a lot of
8 knowledge as it -- they come in and they're already
9 a farmer, they know that farming changes, the
10 weather makes things change, the way they grow crops
11 today changes every day, the way we grow chickens
12 change every day.

13 So their ability to look at the birds and
14 make decisions on, I know this was the target you
15 mentioned, but I believe they should run warmer, or
16 they should run colder, that's the kind of -- I want
17 somebody to come in to have an opinion. I want
18 somebody to come in to say, I believe this is what's
19 best for the bird. That's somebody who is going to
20 be successful.

21 So we're looking for people that aren't
22 saying, Just give me -- just give me the basics how
23 to do it, and I'll do exactly what you say. That's
24 probably another red flag.

25 Q Okay. I want to break down what your

1 answer was and follow up with specifics on what you
2 just said.

3 So correct me if I'm wrong, but I think
4 you just talked about the discretion. You talked
5 about discretion in a variety of contexts. One was
6 Perdue's discretion on whether or not to move
7 forward with a grower. Is that one of the things
8 you described?

9 A Yeah, that all comes back to that signing
10 up a farmer to be an independent contractor for us.

11 Q Got you.

12 And so Perdue has discretion whether or
13 not to enter this agreement?

14 A Yeah, I think the worst thing you can do
15 is have somebody sign up and they fail.

16 Q And that's one of the things that this
17 discretion is referring to?

18 A I take discretion in if -- when we're
19 looking at this, you know, that skills, knowledge,
20 and discretion, it all goes back to that original
21 when somebody calls up and says they want to come
22 raise birds for us, that -- there's discretion.
23 We're always going to use discretion there because
24 the worst thing we could do is sign somebody up and
25 they fail.

1 Q Okay. And the next thing I believe you
2 said was discretion as to how a grower manages their
3 week.

4 A Sure.

5 Q And so this is -- you believe that this
6 discretion in this sentence here refers to how a
7 grower structures their week?

8 MS. SANTEN: Objection, vague.

9 A It's a lot -- discretion is -- I agree
10 100 percent that's a vague thing, you know. It's
11 about everything. You know, that discretion is, is
12 it's the skills and knowledge. So their skills and
13 knowledge is going to grow the more flocks they
14 have.

15 Their ability to go, I like to run my
16 birds warmer; I like to run my birds cooler, we're
17 fine with that because it's their farm, and they're
18 there 24 hours a day, 7 days a week. They see the
19 birds.

20 It's like everybody has discretion how
21 they raise their children. Everybody has issues
22 about how people raise their children; everybody has
23 opinions about it. But the person raising the child
24 has the discretion, and I know my child, and this is
25 how I think it should operate.

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 29

1 And at the end of that it -- for us, we
2 look at the bottom line cost, is at the end of the
3 day that farm performing well. And if that farmer
4 made the discretion that he wants to run the program
5 a little different but he performs well, I'm
6 actually learning something from that.

7 BY MR. KLORFEIN:

8 Q Let's stick with your hypothetical for a
9 second, the temperature issue. It's your testimony
10 that a farmer has discretion on what temperature to
11 set the houses at. Is that accurate?

12 A We have targets to start with. The
13 discretion is we have -- we have enough knowledge to
14 know that this is -- this is the target temperature,
15 and that target temperature, if that farmer says,
16 These birds are acting cold, I want to run it
17 warmer, that's his discretion. He can make -- he or
18 she can make that call.

19 Q Okay. Is there a limit to that?

20 MS. SANTEN: Objection, vague.

21 A The limit to that would be animal welfare.
22 If -- so --

23 BY MR. KLORFEIN:

24 Q Please continue.

25 A So if that farmer goes, It's 22 degrees

1 out, and I don't want to run my heaters today
2 because I don't want to burn propane, and those
3 birds are freezing to death and dying, yes, that's a
4 problem. But the discretion to go higher or lower
5 in the temperature a few degrees, that's their call.
6 We're not -- and we're fine with that.

7 Q So a flock advisor is the first point of
8 contact with a grower for Perdue, right?

9 A Yes, sir.

10 Q If a flock advisor tells a grower, This
11 barn is too cold, and it's creating an animal
12 welfare issue, is it Perdue's expectation that the
13 grower has to get in line and adjust the
14 temperature?

15 MS. SANTEN: Objection, vague.

16 A Generally the flock advisor visits one
17 hour a week. He has only looked at that time. So
18 if we came into the farm this week and it was
19 running a little cold, we -- the flock advisor would
20 probably write on the visitation, I think your
21 temperature is a little cold; the birds are acting
22 cold. It's an educational deal.

23 Now, listen, if we came to the farm every
24 week over multiple flocks and his cost is bad, his
25 cost, he's not performing, and then the farmer says,

1 Why am I not performing, the visitations are going
2 to say, Look at the things, you consistently run the
3 birds too cold. And if you run the birds too cold,
4 then guess what happens, the birds eat feed to stay
5 warm.

6 If they eat feed to stay warm, that means
7 your bird's weight is not good enough, and what's
8 going to happen is when you settle against people
9 that are keeping their birds at the temperature the
10 birds want to be at, they're going to have a better
11 cost than you.

12 And that's why we're having the
13 conversation with you, Mr. and Mrs. Farmer, is these
14 are the things we observe that you're not -- that's
15 hurting your performance. It's always going to be a
16 discussion about their performance. We want them --
17 the better their performance, the more money they
18 make.

19 BY MR. KLORFEIN:

20 Q Okay. Let's stick again with the same
21 hypothetical. The flock advisor goes to Mr. and
22 Mrs. Farmer and says, week after week, The birds are
23 too cold; birds are too cold; this is hitting your
24 cost; I am concerned this is an animal welfare
25 issue; is it Perdue's position that the grower has

1 to get in line at that point?

2 A It's our position that we would probably
3 ask them to fix what the problem is.

4 Q And if they decided not to do that, they
5 did not fix the problem, would Perdue contemplate
6 terminating that agreement?

7 MS. SANTEN: Objection, outside the scope
8 of topics.

9 A What we would generally do is give them a
10 letter saying, Fix these things, and we can keep
11 moving forward, trying to get the farmer's attention
12 to say that, The reason you're not making any money,
13 the reason you're not performing are these issues.
14 If you just fix those issues, we'll put birds back
15 in. Because if we put birds back in, they're going
16 to be hurt. They're not going to perform.

17 And, you know, if you knew that your wife
18 was going to have a baby in a dirty hospital, would
19 you -- would you do that? Probably not.

20 So it's the same thing. We're putting
21 baby chicks into a house that's not right on -- if
22 it's -- that consistently runs cold, I'll use your
23 example.

24 There could be a gazillion reasons, but
25 for your example, if we know we're going to put them

30(b)(6) Michael Levensgood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 33

1 in there, the birds are not going to perform, it's
2 going to be an animal welfare issue, just like it
3 says in the PPA, but we could have just dropped the
4 farm. We could just say, By the contract, we're
5 done because you haven't -- you haven't fixed it.
6 But we try usually to tell fix these things, and
7 we'll put birds back in.

8 BY MR. KLORFEIN:

9 Q And until that's fixed, birds will not be
10 placed?

11 A According to a letter that we would give
12 them, according to Mr. Dale's letter, until those
13 things are fixed, we couldn't put birds back in
14 there. It would be an animal welfare issue.

15 Q And you mentioned animal welfare. You
16 also mentioned week after week there could be an
17 animal cost issue, the inputs are wrong because of
18 how cold the house is, for example, to use your
19 example, right?

20 A Yes, sir.

21 Q Is there a limit with the amount of cost
22 that's been going into a flock that Perdue would
23 also consider withholding flock as a result of
24 failure to fix changes?

25 MS. SANTEN: Objection, vague, outside the

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 39

1 ends up hurting you in cost.

2 Q And that cost concern that Perdue has,
3 that's determined in Perdue's sole discretion,
4 right?

5 A It's determined by how you performed
6 against the other farmers that settle in the same
7 week, and then that average is struck that week, and
8 it's how you compare to that average. So, yes, all
9 the growers are -- or all the input costs to the
10 growers are the same on every farm, and what happens
11 is who grew the best chickens that week. So,
12 honestly, you're competing against other farmers.
13 You're not competing against Perdue.

14 Q And, again, that assessment is made by
15 Perdue?

16 A It's -- they sign the contract for the --
17 for the payment schedule, so they know what's
18 entailed. They -- they control how the birds do,
19 not us. They're the ones that made the discretion
20 on temperature; they're the ones that made the
21 discretion on running how much fan time; they're the
22 ones that decided, I'm going to walk my birds five
23 times a day versus two times a day.

24 They're the ones that went out in the
25 middle of the night to make sure if they wanted to.

1 I didn't tell them to. They make all those
2 discretionary day-to-day decisions to win at the end
3 to have the best cost.

4 Q But if that cost increases to a level that
5 Perdue does not accept, Perdue decides that is not
6 okay?

7 MS. SANTEN: Objection, vague.

8 A We've already been down this road that as
9 their cost -- as their six flock average hits half a
10 cent, we would come out and start saying, We're
11 worried about your cost.

12 BY MR. KLORFEIN:

13 Q And that could lead to termination?

14 A Yes.

15 Q Mr. Levengood, last time we spoke, we
16 talked about the various policies that Perdue had in
17 place that applied to growers. Do you recall that
18 testimony?

19 A Yes.

20 Q You understand that you were designated
21 for policies, but for a wider time range?

22 A Yes, the '12 to --

23 Q 2012 to 2019?

24 A Yes, sir.

25 Q And you reviewed your testimony about the

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 41

1 policies that were in place at a later time period
2 at your last deposition?

3 A Yes.

4 Q Do you recall any differences between the
5 2012 to 2019 period versus the later time period
6 that you previously testified to?

7 MS. SANTEN: Objection, compound. It's
8 not clear what policies you're talking about. If
9 you could show him, that might help.

10 MR. KLORFEIN: If we could limit the
11 speaking objections. I think if there's an
12 objection to form and then we can move on, I'd
13 appreciate it.

14 A So, yeah, you need to show me, I -- what
15 policies you want me to look at.

16 BY MR. KLORFEIN:

17 Q Handing you what has been previously
18 marked as Plaintiff's Exhibit 3. Take a moment to
19 review, but I'll direct you to certain pages given
20 it's a pretty hefty manual.

21 (Plaintiff's Exhibit 3 was marked for
22 identification.)

23 A Yeah, it -- I'm very familiar with this
24 manual, so.

25 BY MR. KLORFEIN:

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 42

1 Q What is that manual?

2 A It's the Poultry Care Process Verified
3 Program.

4 Q And do you oftentimes refer to that as the
5 "PVP"?

6 A Yes, sir.

7 Q Earlier in today's deposition -- just let
8 me finish the question.

9 Earlier in today's deposition, you
10 referenced wanting to look at a document to identify
11 the differences from a later version to an earlier
12 version. Were you referring to this PVP document?

13 A No, I didn't mention this one.

14 Q You were referring to a different one?

15 A Yeah. I -- the ones I told you that I
16 looked at.

17 Q Got it.

18 Did you review this PVP in preparation for
19 today's deposition?

20 A No.

21 Q Do you recall your testimony regarding
22 this document?

23 A Not specifically.

24 Q In your prior deposition, you testified
25 that the PVP program has been in place since March

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 43

1 2011.

2 Do you recall that testimony?

3 A Yes.

4 Q Is that accurate?

5 A So it's -- we list all of the changes that
6 we made, so it would definitely have been in place
7 for our 2012 to 2019. It was definitely in place
8 during this time.

9 Q Got you.

10 So just so we're on the same page, this
11 Plaintiff's Exhibit 3 was in place during the 2012
12 through 2019 time period?

13 A Yes.

14 Q And any changes to the PVP would have been
15 documented?

16 A Yeah, we document them all on the first
17 couple pages of any changes that happen during that
18 time.

19 Q Got it.

20 So if it's not referenced in this -- these
21 first few pages, there were not other changes?

22 A No, sir.

23 Q Now, you just testified regarding changes
24 to the actual policy in Plaintiff's Exhibit 3, like
25 how something might have been altered over time. Is

1 that fair?

2 A Yeah, then there's multiple ways it could
3 have been altered.

4 Q Sure.

5 And I don't want to ask about each
6 specific change that's listed there, but I do want
7 to know, aside from those changes that are listed,
8 were there any changes at Perdue in terms of how
9 this policy overall was implemented at the grower
10 level?

11 MS. SANTEN: Objection, vague.

12 A We get audited on this by USDA. We
13 also -- it's an ISO 19001 process. So we audit it
14 every year. So as we audit it, we either -- there's
15 three ways that really I think that the changes can
16 be made in this.

17 One is NCC -- the base of this program was
18 the NCC welfare guidelines. We talked about that
19 the last time. Every couple years they update their
20 welfare guidelines. So if they update anything in
21 the NCC welfare guidelines, we have to update our
22 program. So that happens every couple years.

23 The second way is, the USDA auditors come
24 in, and they audit the program. And as they're
25 auditing the program, they might interpret what's

1 written and say, We know what's written, and we
2 don't feel like your process matches what's written.
3 And it could be words in a -- you can see some of
4 these are really minor things, but that's -- we
5 would change the document.

6 But then some of them -- and a lot of them
7 never affect a farmer, but some of them would. And
8 there's a perfect example in here of we said that
9 no -- in here it said that birds unfit for travel
10 shouldn't go put on a live haul truck because it's
11 unfair to that bird to travel to the plant to be
12 harvested. The auditor came back and said so -- and
13 that the farmer should euthanize the bird within
14 24 hours.

15 So when you have an ISO program, they were
16 kind of like you can't -- there's no verification.
17 How do we know this is happening? So we had to go
18 back to the farms -- farmers, come up with a
19 document that they would then list how many birds
20 were left, how many they euthanized within 24 hours,
21 and it was in our farm documents book, and they
22 would do that. So we did that globally.

23 So that's a kind of change, but the
24 majority of these changes don't even affect the
25 farmer because it's with our hatcheries, our live

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 46

1 haul, our plants, our feed mills, so all of our --
2 so there's only a few sections in here, as you know,
3 that affect the farmer. But that was an example of
4 a change that USDA and the auditors questioned on us
5 that then rolled back to the farmer, so we had to
6 implement that.

7 BY MR. KLORFEIN:

8 Q Got you.

9 So some of the changes that were
10 implemented in the PVP would trickle down to the
11 farmer?

12 A Correct.

13 Q And some of those could be, Hey, you're
14 doing this already, but we need to verify, so fill
15 this verification page out, or something along those
16 lines?

17 A That's what I just explained, yes.

18 Q I just want to make sure that I'm
19 understanding what you're saying correctly.

20 A Yeah. No, no, that's fine.

21 Q I think you referenced three different
22 changes: NCC, USDA, and there could be a third
23 reason?

24 A Could be us. We -- we changed our policy.
25 We decided that we wanted to -- or our -- and

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 47

1 generally most of those are going to end up being in
2 our plants, we wanted to check something
3 differently. We found out that through our regional
4 auditors that we really liked how the process was
5 working at this location, we now want to put it in
6 the whole manual, so we -- we would also be able to
7 up anything --

8 Q Right --

9 A -- change. They're the three.

10 Q And sticking with that third category of
11 material, those changes could also impact the
12 growers?

13 A They could. I don't have a good -- one
14 example for that, we started doing free range --
15 this does not affect Perry, Georgia, okay. So in an
16 operation that we -- we started marketing birds as
17 free range, means we let them outside. We had doors
18 in the house, and they could go out into the
19 pasture.

20 We felt it was important to audit that
21 process, so we added that process to here, and we
22 had third-party auditors, customers that wanted to
23 be sure it was happening. So there's some general
24 standards of how it should work. We wrote that in,
25 and then the farmers had to document when the birds

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 57

1 had "perimeter buffer area" added to the end.
2 Remember we didn't know about that. So I have a
3 sense that one was adjusted.

4 And then birds nesting was something that
5 was also discovered that if you have birds nesting
6 in your eaves, you're going to increase your chances
7 of high-path.

8 So those are the ones just reading it,
9 knowing my history of the company, that pop off the
10 page, but I could be missing something because I
11 don't have the original one in front of me.

12 Q Got you.

13 There could be more changes?

14 A Yeah, but nothing -- nothing here -- you
15 know, these are -- remember what we talked about,
16 these are cultural, these are things that as a
17 farmer you should just think about, these are
18 recommendations. You know, if you -- these are like
19 your insurance policy, if you never ever do this,
20 and you're dedicated to do these things, you have a
21 better chance of not getting high-path. That is
22 what this means.

23 Q These BMPs are posted at every single
24 farm, right?

25 A Correct, as a reminder, as saying, Listen,

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 58

1 if you never ever, and you're dedicated to these,
2 you have a better chance of not getting high-path
3 than somebody that does some of these.

4 Q It's required to post this in every
5 grower's farm, right?

6 A And it's also because it's part of the
7 14-step process that we talked about, and when the
8 state comes in and audits the farm so the farm could
9 be indemnified if they got high-path, you've got to
10 have these biosecurity things posted.

11 Q That's why it's required?

12 A That's why it's required.

13 Q And it was required to post these
14 throughout the 2012 through 2019 time period?

15 A Yes. I'm going to say yes because we've
16 always posted the Dedicated Tos and Never Evers, so
17 yes, I'm -- yes.

18 Q But you're not -- are you certain or not
19 certain?

20 A I'm 90 percent certain.

21 Q And you haven't looked at the prior
22 version, so you can't line by line tell me --

23 A I only looked at the very first version,
24 and it's not in front of me, so I -- that's why I'm
25 just saying based on my knowledge I believe I've got

30(b)(6) Michael Levensgood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 59

1 most of it, but if there was a word that was -- we
2 adjusted a word here or there, I -- and I have no
3 recollection of version 2 through 5. I'd have to
4 see them.

5 Q And did Perdue change its policies in
6 response to the H7N9 outbreak in 2017?

7 MS. SANTEN: Objection, vague.

8 A I'm just thinking. Did we change our --
9 our policies on what?

10 BY MR. KLORFEIN:

11 Q Well, did Perdue -- was there an H7N9
12 outbreak in the United States in 2017, let's start
13 there?

14 A I can't remember the -- if there was, I'm
15 not -- I don't know the actual date. Like I said, I
16 remember there was a -- one in '14, and there was
17 one that could have been '17 or '18 was the latest
18 one. There's another one currently going on, so I
19 don't know the exact -- I can't remember the exact
20 date.

21 So what policies are you wondering that we
22 would have changed?

23 Q Okay. Well, in response to an outbreak,
24 be it 2014 or 2018, does Perdue pop the hood and
25 look at its policies?

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 60

1 MS. SANTEN: Objection, vague.

2 A We always are looking at our
3 recommendations for biosecurity. We learn all the
4 time. The government is helping us all the time
5 learn how not -- how to prevent high-path from
6 getting in a house.

7 So we -- we continue to coach our farmers
8 to, you know, do a better job with the Never Evers
9 and Dedicated Tos, to also look at our level 1,
10 level 2, level 3 biosecurity processes that we have
11 out there, programs that we have out there, but I
12 cannot recall that we did anything special other
13 than remind farmers that high-path is in the area.

14 We do that all the time. High-path is in
15 the area; make sure you're -- make sure you're
16 concentrating on your biosecurity. That's generally
17 what we do. We'll send them letters; we'll have the
18 flock supervisors talk to them, just remind them
19 high-path is in the area.

20 Because they know what to do. It's their
21 farm. They're controlling who goes in and out of
22 their house all through the week, 24 hours a day, 7
23 days a week. So, you know, we are just reminding
24 them that, You've got to be the one protecting the
25 walls of your chicken house. That's the LOS.

30(b)(6) Michael Levensgood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 61

1 You've got to do that.

2 And I think over the last 10 years,
3 farmers are starting to realize they have -- they
4 have to monitor that. They just can't call up the
5 equipment company and say, Come fix a motor. They
6 should be standing down there making sure the guy
7 that's fixing the motor followed their biosecurity
8 process.

9 BY MR. KLORFEIN:

10 Q Got you.

11 So sitting here today, you can't tell me
12 what policy changes, if any, were made in response
13 to that 2017 outbreak?

14 A You would have to give me the policies
15 that you've uncovered or show me them, and I could
16 say, Yes, they're the ones.

17 But on top of it we just asked farmers,
18 since this is -- every -- as all these outbreaks are
19 going and we learn more, it's why we adjusted the
20 Never Ever, Dedicated Tos; we may not -- we didn't
21 know about the LOS; we didn't know about the PVA,
22 the government told us that.

23 And then they told us other things that
24 you've got to implement like a farm action plan, and
25 it has to be on the farm, and we have learned a lot

1 helping how to identify and help that farmer with
2 their issue.

3 Q And, again, for the 2012 to 2019 time
4 period, if Perdue wants more people to send over to
5 the farmer besides the grow-out manager and the
6 flock advisor, who would be the next step?

7 MS. SANTEN: Objection, outside the scope.

8 A It would just move up the chain. If the
9 grow-out manager felt like there was -- they
10 would -- they would bring the live production
11 manager out because they also should possess a lot
12 more knowledge of, you know -- they have other
13 knowledge; they have other experiences that they
14 could help with the situation.

15 BY MR. KLORFEIN:

16 Q And has the role of a live production
17 manager shifted from the period 2012 through 2019 to
18 later?

19 A Generally, no.

20 Q Nothing comes to mind?

21 A Nothing comes to mind.

22 Q Now, you, in your prior deposition, talked
23 about how compensation was calculated for growers.

24 Do you recall that testimony?

25 A Yes.

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 77

1 Q Was that consistent in the 2012 through
2 2019 time period?

3 A Generally, yes, nothing has changed other
4 than -- the only thing that could have changed
5 through that time is your payment schedules. They
6 continually change all the time, and they would sign
7 a new contract for that. So during that time I'm
8 sure there was some changes to the payment schedule,
9 and there may have been some additional things added
10 to the payment schedule during that time, yes. So,
11 yes, there -- but it would all be spelled out in the
12 payment schedule.

13 Q Got you.

14 So aside from the payment schedule
15 changes, was the tournament system largely the same?

16 A Yes.

17 Q And that was the means by Perdue
18 calculating compensation for plaintiff in this
19 matter?

20 A Yes.

21 Q Any deviations that you're aware of?

22 A Other than changes in the -- there were
23 some things added to the payment schedules during
24 that time, but they were additions or pay increases.
25 Could have been. They're the things.

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 80

1 in each contract, each payment schedule each week,
2 and we had to -- we had to find farmers that we will
3 place those. Generally they stay on the same one,
4 but that's not -- but that's not necessary in
5 Georgia when you're running two contracts or three
6 or whatever they were running during that time.

7 BY MR. KLORFEIN:

8 Q And when calculating pay generally, Perdue
9 compares different growers' flocks against one
10 another; is that accurate?

11 A You got to be a little more specific in
12 how you ask me that.

13 Q Sure.

14 Several growers in the Perry Complex have
15 flocks in the same time period. The weight of those
16 birds, are those compared one to another?

17 A So per the payment schedule is anybody
18 from -- that settles from 12 midnight on Saturday to
19 12 midnight the following Saturday, they're
20 considered the settlement week, and that's who is
21 compared. They're compared against -- you strike an
22 average, and then you compare everybody to the
23 average, and then the payment schedule is followed.

24 Q Does Perdue have data as to the average
25 summit week, week to week?

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 81

1 MS. SANTEN: Objection, vague.

2 A I don't know what -- ask me again.

3 BY MR. KLORFEIN:

4 Q Sure.

5 You referred to -- that the cutoff time
6 period is a summit week. Is that accurate?

7 A Yes. Settlement week.

8 Q Settlement week. I'm sorry. The
9 settlement week average is taken.

10 A Correct.

11 Q Of the weight of the birds.

12 A Of the cost of the birds.

13 Q Cost.

14 A It's the cost. There's your cost.

15 Q And does Perdue track the average cost
16 week to week for each settlement week?

17 MS. SANTEN: Object to form.

18 A Yeah, of course we know what the cost was
19 this week and the week prior.

20 BY MR. KLORFEIN:

21 Q And were you able to calculate in
22 preparation for today's deposition the average
23 payment to growers for Perry week to week?

24 MS. SANTEN: Objection, outside the scope.

25 A No, I didn't look at that locally.

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 82

1 It's -- you can look at the payment schedule and
2 figure it out, but I -- I didn't go figure out the
3 average cost per week.

4 BY MR. KLORFEIN:

5 Q And could farmers receive certain bonuses
6 for their work?

7 A Yes.

8 Q A PVP bonus being one of them?

9 A Yeah, audit readiness bonus. That's
10 another way, it's audit -- yes, PVP, sorry.

11 Q And just so I'm understanding, do you
12 equate the PVP bonus with the same thing as the
13 audit readiness bonus?

14 A Yes.

15 Q Aside from the audit readiness bonus, any
16 other bonuses that growers receive?

17 MS. SANTEN: Object to form.

18 A So there was the rest pay and space pay
19 were added as -- and there was also the tier
20 payments. So depending on what -- if your houses
21 met the tier levels, you would get additional pay.

22 BY MR. KLORFEIN:

23 Q Well, I want to talk about both those
24 types, the rest pay and space pay I think you said
25 first?

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 84

1 looked like it was, if I'm remembering the dates --
2 if I had the PPAs in front of me, I could show you
3 exactly. Do you have them?

4 Q Well, do you want to start with Exhibit 42
5 in front of you?

6 MS. SANTEN: I think he said payment
7 schedules.

8 A Payment schedules.

9 BY MR. KLORFEIN:

10 Q Okay.

11 A If you have --

12 Q You didn't say PPA? I'm sorry, my
13 mess-up.

14 A No. No. I might have. But if you had
15 the payment schedules, I could show you exactly. I
16 believe it was -- but I would rather look through
17 his and go, There it is, it was added, he signed the
18 contract there. And the same for the rest pay, it
19 was added. Same for the audit, you could look at
20 his payment schedules and see when it was added to
21 the PPA. The -- the payment schedules, sorry.

22 Q Appreciate the clarification.

23 Tier payments, that's if the grower
24 upgrades the farm to meet certain tiers; is that
25 accurate?

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 85

1 A Yes.

2 Q And who decides whether or not a farm is
3 eligible for moving up to a new tier?

4 A So we have a list of requirements. So
5 then it would be the -- the flock advisor and the
6 grow-out manager would be sure that they're meeting
7 those requirements, and then they would up their
8 tier. The flock advisor would most likely be the
9 first person, but I'm sure there's verifications
10 after that.

11 Q We just talked about bonuses. I want to
12 talk about the flip side of that, withholdings or
13 deductions from a grower's pay.

14 Are you familiar with those?

15 A Yes.

16 Q Are you aware that payments were deducted
17 from plaintiff's pay?

18 A No.

19 MS. SANTEN: Objection, vague.

20 A No.

21 BY MR. KLORFEIN:

22 Q You're not aware of that?

23 A No. That's local.

24 Q Got you.

25 But you are aware generally growers may

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 86

1 have pay deducted from their settlement?

2 MS. SANTEN: Object to form.

3 A Yes.

4 BY MR. KLORFEIN:

5 Q And what are the reasons why Perdue would
6 deduct pay from a grower's settlement?

7 A There's -- over the years there's been
8 various -- they could -- they could be struggling,
9 and they needed -- they needed some money earlier to
10 pay electric bill, so we would front them the money
11 for their electric bill, and then when they settled,
12 we would take it out of their settlement. So we
13 would help them with those.

14 Of course, all of their mortgage payments,
15 the banks require us to deduct their bank loan, so
16 that's pretty much a requirement from the banks, so
17 that comes out first. We don't really have -- it's
18 not our deal, that's between the farmer and the
19 bank, and they sign that up. We just do that, and I
20 think the banks require generally all of the
21 industry, they're going to get their money first, so
22 we do that.

23 And then we've got some no-interest loans,
24 and the no-interest loans would be the other ones.

25 And then the only other category that

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 87

1 really strikes me is if we were going out with a new
2 program that's cost sharing, that we would, you know
3 -- we would put the equipment in or they would put
4 their equipment in their house, and then they would
5 owe us X amount of money over X number of flocks.
6 They, you know -- either it was cost-free or there
7 was some cost-share program that we rolled out
8 across all farmers.

9 So generally those programs are -- some
10 are -- some are local, but most of them are across
11 the board.

12 Q Sticking with that last example first, the
13 cost sharing program, what type of equipment would
14 be subject to that?

15 A It could be -- it could be that we were
16 able to go purchase fans at a -- at a decreased rate
17 because we could buy five truckloads of them, and
18 then the farmers could say, Yeah, I need three fans
19 thanks for getting it lower price. We send them the
20 fans and then deduct it.

21 We haven't done a lot of the cost share
22 ones in a long time, but when we went to tunnel
23 ventilation, that was way back for a time that we
24 set a program out that if you move to tunnel, we'll
25 pay you this much money. So that -- those kind of

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 88

1 things.

2 Q And just so I understand you correctly,
3 you are talking -- that tunnel program was pre-2012?

4 A Yes, sir.

5 Q Were there any programs that were
6 implemented in the 2012 to 2019 period of new
7 equipment rolling out?

8 MS. SANTEN: Objection, outside the scope.

9 A I can't think of any.

10 BY MR. KLORFEIN:

11 Q You also referenced mortgage payments
12 earlier in this answer?

13 A Uh-huh.

14 Q Perdue has a direct relationship with the
15 bank to pay that bank these mortgage payments from
16 the settlement?

17 MS. SANTEN: Object to form.

18 A No, the bank pretty much tells the
19 farmer -- it's between the bank and the farmer, and
20 then it's -- we're going to get a notice to say,
21 Since their -- you are their integrator, you need to
22 send us the check each time they settle. We have
23 nothing to do with however the farmer and that bank
24 negotiate.

25 BY MR. KLORFEIN:

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 89

1 Q Fair point, but that letter that you just
2 described, the notice --

3 A Yeah, the notice.

4 Q -- that comes from the bank?

5 A Comes from the bank. I -- honestly, I
6 can't answer that. I don't know whether it's the
7 bank or the farmer sends it to us. I just know that
8 we get it, and then our accounting department has to
9 be whatever -- whatever is in that notice.

10 So I can't -- I can't sit here and go that
11 it always comes from the farmer or it always comes
12 from the bank. I just know that we've got to pull
13 it out and send it to whatever bank asks for it.

14 Q Got it.

15 Has Perdue ever made mistakes in
16 determining a grower's pay?

17 MS. SANTEN: Objection, outside the scope.

18 A Absolutely we've -- you know, everybody is
19 human. Everybody -- yeah, absolutely we've had
20 mistakes before.

21 BY MR. KLORFEIN:

22 Q What kind of mistakes are you familiar
23 with?

24 MS. SANTEN: Same objection, outside the
25 scope of topics.

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 91

1 A As far as I know, yes.

2 Q And does Perdue have specific requirements
3 related to how their houses are set up and what
4 equipment they need to use regardless of tier, like,
5 even if they're in the lowest tier?

6 A Be more specific in your question, please.

7 Q Sure.

8 So how many tiers are there?

9 A There's four tiers. I think the 0 tier is
10 gone now, so just 1 through 4.

11 Q Got you.

12 So at the lowest tier, are there still
13 requirements as to what needs to be in the grow
14 houses?

15 A It would be spelled out in the tier
16 document.

17 Q Any other sources for that information
18 besides the tier document?

19 A No. I think if you're talking about how
20 you determine which tier they're in, it's going to
21 be in there.

22 Q And can a grower work for multiple
23 integrators at the same time, Perdue and another
24 integrator?

25 A Be more specific in your question.

1 Q Sure.

2 So can a grower grow for Perdue and then
3 after that flock is gone decide to grow for one of
4 your competitors?

5 A So that means he would go to this contract
6 and give us a 90-day notice that he's quitting based
7 on the contract, and most likely we allow people
8 just to -- they don't want to be with us, so we
9 would just allow them to go grow for that company.

10 Q After the contract is terminated, correct?

11 A After the birds move out of the house
12 because generally that's when they're going to tell
13 us.

14 Q Right, but you won't let them grow until
15 the contract is terminated, right?

16 A You're going to have to ask that again.

17 Q Sure.

18 A farmer grows for Perdue --

19 A Right.

20 Q -- Perdue does not let that farmer grow
21 for one of Perdue's competitors until that agreement
22 with Perdue has been terminated?

23 MS. SANTEN: Objection, outside the scope.

24 A No, you're not asking the question right,
25 no. That makes -- it's all about when birds are in

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 93

1 the house.

2 BY MR. KLORFEIN:

3 Q Got you.

4 So the PPA can still be in place, not
5 terminated, and a grower that has a contract with
6 Perdue is permitted to then grow for one of your
7 competitors?

8 A And the minute he would go -- he's
9 obligated by the government to give us 90-day notice
10 that he signed another contract.

11 So if a grower had birds with us, he moved
12 birds today, but tomorrow he's going to sign a
13 contract with a competitor, he would call us and
14 give us his 90-day notice. And generally we're
15 fine, Go grow with the other -- go grow with the
16 other company because you don't want to be with us,
17 we're not putting birds back in your house during
18 that 90-day period because you left us.

19 Q Got you.

20 So Perdue would permit that grower to grow
21 for the other competitor within that 90-day period?

22 A Yes, because the contract would be
23 canceled when he signs the other one.

24 Q Can a grower use the same grow house that
25 it uses for Perdue chickens for other animals?

1 Q And I see you pointed to the bottom of the
2 document?

3 A They're all listed on the bottom, the
4 dates that they're effective.

5 Q Got it.

6 (Plaintiff's Exhibit 45 was marked for
7 identification.)

8 BY MR. KLORFEIN:

9 Q I've marked Plaintiff's Exhibit 45, which
10 is Bates Perdue 1297.

11 Have you seen this document before?

12 A No.

13 Q Is this the type of document that you were
14 referring to earlier where Perdue might provide some
15 type of equipment or something to the grower and
16 then deduct that pay over time?

17 MS. SANTEN: Object to form.

18 A So this, this reading what it says,
19 Negotiable Demand Promissory Note-Minor, that title
20 lets me know that this is the note we used with
21 zero-cost loans.

22 BY MR. KLORFEIN:

23 Q Got you.

24 And so this would be the zero-cost loan
25 that Perdue would use to deduct pay over time to pay

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 96

1 off --

2 A To pay off --

3 MS. SANTEN: Object to form.

4 A -- to pay off the loan -- to pay off the
5 note.

6 BY MR. KLORFEIN:

7 Q And that would be for equipment
8 implemented at the house or something else?

9 A There is a list of what is considered
10 minor and major, and the live production group
11 manages that, and they decide what's on the list and
12 what's off. And then the farmer would say, Hey, I
13 need -- according to this one, I need cool cell
14 pads. So I'm sure it's on the list, so he was able
15 to borrow money to put cool cell pads in at no cost
16 versus going to the bank. That's what it's there
17 for, to help the farmer.

18 Q Got you.

19 And you said that there's a list for no
20 cost, and then there's a list for --

21 A No, no, there's a minor and major. Like,
22 minor is less than 5,000 per house. I don't know
23 off the top of my head what the -- what is for a
24 major. It's more than 5-, but the loans have
25 different requirements of -- like, you can see the

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 97

1 different size birds, how many flocks to pay it
2 back, all that is spelled out. So he's a smaller
3 guy, so he would pay this 5,000 back over seven
4 flocks.

5 Q And regardless of whether or not it's
6 minor or major, is this generally equipment for the
7 houses or something else?

8 A Generally.

9 Q Anything else besides equipment?

10 A I -- I think it's all equipment.

11 Q Are you familiar with the term "harvest
12 delivery ticket"?

13 A It's used -- harvest delivery ticket. I
14 have not heard that terminology before.

15 Q What about "live haul ticket"?

16 A Oh, yeah, I've heard that, yes. If
17 they're the same thing -- it could be a local -- way
18 they call it locally, but live haul ticket is what
19 I'm more -- to my opinion, they mean the same.

20 Q And let's just use your definition for a
21 moment of live haul tickets, how are those used in
22 calculating compensation for growers?

23 A Weight. Farm weight.

24 Q So the live haul tickets measure the
25 weight at what point in time?

1 of what -- how much weight has been added to the
2 truck?

3 A Yeah, how -- well, no, that is determined
4 what the birds -- pounds of birds come into the
5 plant.

6 Q And do those -- the live haul tickets have
7 trailer numbers on them?

8 A Yes. Some -- I'm going to say yes, but
9 they could have a -- they could just have a ticket
10 number. It could -- there's local differences, but
11 we know it's with that truck because the truck and
12 trailer go -- are sent to that farm by live haul,
13 scheduled to come back to the plant, so it's very
14 important that that process is we get a true weight
15 for that farm.

16 Q And I think you said that there might
17 be -- it might not be a trailer number, but it's
18 some identifying number for --

19 A Yes.

20 Q -- the ticket --

21 A Yes.

22 Q -- is that accurate?

23 A Yes. For that farm. And there will be
24 multiple tickets, not one.

25 Q And it breaks down -- why are there

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 100

1 multiple tickets for one farm?

2 A So if a farm had 20,000 birds on it, you
3 can only put about 5,000 birds on the truck. You
4 got to meet the state requirements of weight going
5 up and down the road; you got to make sure the
6 animal welfare is consistent on the truck, we're not
7 smothering birds on -- there's a lot of reasons. So
8 you need multiple trucks to move all the birds to
9 the plant.

10 Q Got it.

11 And one ticket per truck?

12 A And one ticket per truck.

13 Q And what if the ticket number doesn't
14 match when it gets back to the plant?

15 A That would be a problem.

16 Q Have you encountered that before?

17 A There's been issues over the time where
18 something doesn't look right or something went
19 wrong, yeah.

20 Q And what does Perdue do at that point?

21 A It depends on the scenario, but generally
22 we're going to investigate, and we're going to
23 ensure that the farmer gets the right weight if
24 possible. If we can't, we'll work something out
25 with the farmer. We might pay them their six flock.

1 We might do something to say, Listen, we -- we can't
2 figure it out, but it doesn't feel right, so we're
3 going to pay you your six flock or we'll make it
4 right.

5 Because -- but, you know, we're talking
6 thousands and thousands and thousands of trucks over
7 time, you know, there could be a -- this one
8 instance happened somewhere. So we've got a
9 longstanding relationship with the independent
10 contractor, we're going to make it -- we're going to
11 try to do the right thing.

12 Q And when you say "six flock," you mean the
13 average weight over the course of six flocks?

14 A So you've got a -- six flock average is
15 cost. Six flock average is what their APC, adjusted
16 prime cost, is, and that six flock is -- so that
17 means I've been a half a cent plus grower over the
18 last six flocks, this flock came to the plant, maybe
19 it was worse than average, and we felt like this
20 ticket was a problem.

21 And if it was brought to our attention,
22 and we look at it and go, Well, you're normally a
23 half cent plus grower, and we'll just pay you for
24 your six flock because that -- this is not normal
25 for you to have a bad cost, and we've got this

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 102

1 issue, so that's how we would look at that.

2 MR. KLORFEIN: Why don't we go off the
3 record.

4 THE VIDEOGRAPHER: Stand by. The time is
5 11:12 a.m. We are off video record.

6 (Recess 11:12-11:12 a.m.)

7 THE VIDEOGRAPHER: The time is 11:12 a.m.
8 We are back on video record.

9 BY MR. KLORFEIN:

10 Q Mr. Levengood, subject to needing to
11 revisit any testimony after Mr. Copeland testifies,
12 I think I'm done for today. With that reservation I
13 am turning you over to your counsel.

14 A Thank you, Jarred.

15 CROSS-EXAMINATION

16 BY MS. SANTEN:

17 Q Mr. Levengood, I have just a few follow-up
18 questions.

19 We had -- pull up what we've marked as
20 Exhibit 3, what opposing counsel marked as
21 Exhibit 3. It's the PVP, or Poultry Care Process
22 Verified Program.

23 We discussed earlier certain documents
24 that you reviewed in preparation for your testimony.
25 Did you, in fact, review this document in

1 preparation for your testimony today?

2 A Yes. When Jarred asked me that question,
3 it was the fact that we just looked at the dates
4 that -- it was all documented in here, so I just
5 kind of misunderstood. We -- we talked about all
6 the changes between '12 and '19 here, and the answer
7 was yes, and that's -- so this covered that time
8 frame. So we did look at it yesterday, but it was
9 just the changes.

10 Q And pull up, if you would, the document
11 marked as Exhibit 43, and that's the Poultry
12 Producer Agreement dated December 16th, 2016,
13 between Mr. Parker and Perdue that governed the
14 Milledgeville, Georgia farm.

15 We had discussed earlier paragraph 3A and
16 various ways that the producer can perform services
17 using skill, knowledge, and discretion. You
18 mentioned several types of discretion that growers
19 might have when performing services under the
20 agreement.

21 Are there any other types of discretion
22 that we didn't discuss that you believe growers have
23 when determining how to perform services under the
24 agreement?

25 A Yes. I was -- I got really focused on the

30(b)(6) Michael Levensgood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 104

1 day-to-day stuff, and so as we're working -- you
2 know, these guys are -- have the ability to buy a
3 farm; they have the ability to add a house -- buy --
4 add a new house; they have the ability to own other
5 businesses; they have the ability to upgrade their
6 houses if they want above any basic minimal --
7 minimum requirements we have or minimal standards
8 that we have for housing. So they have that ability
9 that if they saw something, you know, in a magazine
10 that they thought would be -- give them a
11 competitive advantage and they want to add it, we
12 have no issue with that.

13 They have the ability to go to the bank
14 and work with the bank on lending and future loans.
15 That's all their discretion to do that. As long as
16 they're solvent, we're -- we're fine with how they
17 run their business.

18 So -- so there were some of the, you know,
19 we're fine if they -- and I think I did mention this
20 one, if they diversify, you know what I mean?

21 You asked me a question about, Can they
22 have other animals in their poultry house? Well,
23 the answer I said was no, but they could have other
24 animals -- they could have swine on their farm.
25 It's a whole different company, a whole different

1 species. So they could run a swine operation and a
2 poultry operation on the same -- that's their
3 discretion on how they want to diversify their
4 business.

5 So I just wanted to add that because I
6 felt like I spent a lot of time on how we would --
7 we would bring them into the process, not exactly
8 what they had -- what their discretions would be of
9 how they could make decisions about their business,
10 so I wanted to clarify.

11 Q Can growers determine whether to hire
12 employees to perform work for them on the farm?

13 A Yes. If they decide to hire somebody,
14 that's completely their discretion. We don't -- we
15 will train them on biosecurity, but it's their
16 discretion on who they hire. And we have farmers
17 that buy farms and hire somebody and we don't even
18 see the owner because they've hired somebody to run
19 the farm. That's completely their discretion.
20 We're fine with that.

21 Q We had discussed bank loans. Does Perdue
22 require growers to take loans or mortgages from any
23 particular financial institution?

24 A No, it's completely their discretion who
25 they work with.

1 You know, generally the banks in a growing
2 area like Perry are familiar with the integrated
3 system. So it's really whoever the farmer wants to
4 get their loan with. We don't.

5 Q And how do growers determine what hours
6 they're going to work each day?

7 A It's completely their discretion. You
8 know, we -- we -- to me that's their biggest
9 discretion. They can decide what time they pick the
10 mortality up; they can decide what time of day
11 they -- they walk through the houses and how many
12 times they walk through the houses.

13 Like we did talk about, they have the
14 discretion that are targets on how to manage the
15 bird; they have the discretion to, as you and I
16 discussed, Jarred, of the flexibility based on the
17 birds because they are -- they're looking at the
18 birds, they see the birds, and they go, Man, they're
19 just hot today. I'm going to run the temperature
20 lower.

21 So they have all that discretion in the
22 targets, the ventilation, all those basic -- if we
23 say, Let's run some preventive medication on a farm,
24 that we -- that this will be good for them, they
25 have the discretion when they start it. You know,

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 107

1 we might drop it off, but they have the discretion
2 when to start it.

3 So they have all those decisions to fit
4 their work schedule. We really don't tell them how
5 to operate their work schedule at all.

6 Q And final question, we talked about some
7 deductions from pay. Are those kind of deductions
8 from the grower settlement, is that what we were
9 referring to there?

10 A Yes.

11 Q One such deduction was for a mortgage.
12 Could that include a mortgage for a house that a
13 grower actually lives on?

14 A I am going to be pretty sure that, no, we
15 would not be deducting for a house mortgage, but I'm
16 not a hundred percent sure if the chicken houses and
17 a trailer were put on a farm and it was all rolled
18 up into it, I would have to go and research every
19 one. But we're -- we're -- majority of the time the
20 banks are just sending us the note that we've got to
21 pull out, so how they work that out with the bank is
22 up to them.

23 But if they had a loan with -- I put it to
24 you this way, if they had a poultry facility growing
25 with us, and they decided they wanted to go buy a

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 114

1 Michael Levengood c/o
Maggie Santen, Esq.

3 May 8, 2025

4 RE: Parker, Roger v. Perdue Foods, LLC

5 4/29/2025, 30(b)(6) Michael Levengood (#7341899)

6 The above-referenced transcript is available for
7 review.

8 Within the applicable timeframe, the witness should
9 read the testimony to verify its accuracy. If there are
10 any changes, the witness should note those with the
11 reason, on the attached Errata Sheet.

12 The witness should sign the Acknowledgment of
13 Deponent and Errata and return to the deposing attorney.
14 Copies should be sent to all counsel, and to Veritext at
15 litsup-ga@veritext.com

16 Return completed errata within 30 days from
17 receipt of testimony.

18 If the witness fails to do so within the time
19 allotted, the transcript may be used as if signed.

20
21
22 Yours,

23 Veritext Legal Solutions
24
25

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 115

Parker, Roger v. Perdue Foods, LLC

30(b)(6) Michael Levengood (#7341899)

E R R A T A S H E E T

PAGE 90 LINE 24 CHANGE _____

"Yes" to "Yes, when they are growing for us."

REASON Clarification

PAGE 94 LINE 1 CHANGE "No, it's in the contract" to "No, not

when they are growing for Perdue. It's in the contract"

REASON Clarification

PAGE 110 LINE 3 CHANGE "180 days" to "90 days".

REASON Clarification

PAGE 110 LINE 4 CHANGE "180 days " to "90 days".

REASON Clarification

PAGE _____ LINE _____ CHANGE _____

REASON _____

PAGE _____ LINE _____ CHANGE _____

REASON _____

Signed by Black Knight EXP-DocVerify: 2025-06-03 16:04:15 EDT
Mike Levengood
5870844:32720187:38584976

6/3/2025

30(b)(6) Michael Levengood

Date

30(b)(6) Michael Levengood
Parker, Roger v. Perdue Foods, LLC

April 29, 2025

Page 116

Parker, Roger v. Perdue Foods, LLC

30(b)(6) Michael Levengood (#7341899)

ACKNOWLEDGEMENT OF DEPONENT

I, 30(b)(6) Michael Levengood, do hereby declare that I have read the foregoing transcript, I have made any corrections, additions, or changes I deemed necessary as noted above to be appended hereto, and that the same is a true, correct and complete transcript of the testimony given by me.

Signed by Black Knight EXP-DocVerify: 2025-06-03 16:04:22 EDT
Mike Levengood
5670844-32720187-38584979

6/3/2025

30(b)(6) Michael Levengood

Date

*If notary is required

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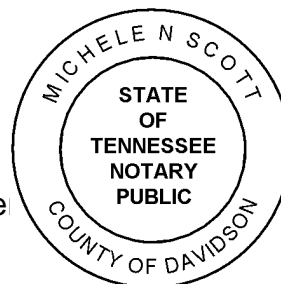
3rd DAY OF June, 2025.

Signed by Black Knight EXP-DocVerify: 2025-06-03 16:04:43 EDT
Michele N. Scott
5670844-32720187-266644

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My Commission Expires: January 22, 2029

Notarial Act Pe



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